

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract with: Care Center for Mental Health

Effective Date: 09/01/05

Expiration Date: 08/31/06

Contract Purpose/Description: Funds provided through FDLE Agreement for implementation of the Residential Substance Abuse Treatment Program, services provided by the Care Center for Mental Health.

Contract Manager: David P. Owens  
(Name)

4482  
(Ext.)

OMB/Grants Mgt.  
(Department)

for BOCC meeting on 09/21/05

Agenda Deadline: 09/07/05

**CONTRACT COSTS**

Total Dollar Value of Contract: \$66,667.00

Current Year Portion: \$4,167.00

Budgeted? Yes X No

Account Codes: 125-06019-530490-GG0609-XXXXXX

Grant: \$66,667.00

County Match: \$16,667.00

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$2,857.00  
(Not included in dollar value above)

For: Staff support-filing reports, oversight  
(eg. Maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
Risk Management	<u>9-6-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slane</u>	<u>9-6-05</u>
O.M.B./Purchasing	<u>9-7-05</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>Shirley A. Barker</u>	<u>9/8/05</u>
County Attorney	<u>9-1-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. H. H.</u>	<u>9/4/05</u>
Comments: <u>Need statements - appropriation / cost of living clause</u>				

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: September 21, 2005

Division: Administrative Services

Bulk Item: Yes ☒ No ☐

Department: Grants Administration

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AGENDA ITEM WORDING: Authorization for the Mayor to execute a contract with the Care Center for Mental Health for the Monroe County Jail Incarceration Program, using funds provided under the Residential Substance Abuse Treatment Grant, for the period from March 15, 2004 through March 14, 2005.

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ITEM BACKGROUND: Seventy-five percent funding is provided by the Florida Dept. of Law Enforcement under the Residential Substance Abuse Treatment Grant Program for inmates in correctional institutions with six to twelve months remaining on their sentences.

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PREVIOUS RELEVANT BOCC ACTION: Approval to apply for grant funds given at April 2005 meeting. Contract with Florida Dept. of Law Enforcement also being considered at this meeting.

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CONTRACT/AGREEMENT CHANGES: Changes to dates and amounts only.

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STAFF RECOMMENDATION: Approval

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TOTAL COST: \$66,667.00

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: \$16,667.00

REVENUE PRODUCING: Yes ☐ No ☒

AMOUNT PER MONTH \_\_\_\_\_  
YEAR \_\_\_\_\_

APPROVED BY: COUNTY ATTY ☐ OMB/PURCHASING ☐ RISK MANAGEMENT ☐

DIVISION DIRECTOR APPROVAL: \_\_\_\_\_



Sheila A. Barker

DOCUMENTATION: INCLUDED: ☒ TO FOLLOW: ☐ NOT REQUIRED: ☐

DISPOSITION: \_\_\_\_\_

AGENDA ITEM #: \_\_\_\_\_

## RESIDENTIAL SUBSTANCE ABUSE TREATMENT FUNDS AGREEMENT

THIS AGREEMENT is made and entered into this 21<sup>st</sup> day of September, 2005, by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, hereinafter referred to as "COUNTY," and The Care Center for Mental Health, hereinafter referred to as "AGENCY."

### WITNESSETH

WHEREAS, the Florida Department of Law Enforcement has awarded a sub-grant of Residential Substance Abuse Treatment Funds to the COUNTY to implement a program that provides residential substance abuse treatment services to offenders held in local correctional facilities who have at least six months and no more than twelve months of their sentence left to serve; and

WHEREAS, the County is in need of an implementing agency to provide said services under this Program; and

WHEREAS, the AGENCY is the sole provider of this program; and

WHEREAS, the COUNTY has agreed to disburse the Residential Substance Abuse Treatment Funds to the AGENCY in accordance with the COUNTY'S application for the Residential Substance Abuse Treatment Funds.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and the AGENCY agree as follows:

1. TERM - The term of this Agreement is from September 1, 2005 through August 31, 2006, the date of the signature by the parties notwithstanding, unless earlier terminated as provided herein.

2. SERVICES - The AGENCY will provide services as outlined in the COUNTY'S Residential Substance Abuse Treatment Sub-grant Award, attached and made a part hereof.

3. FUNDS - The total project budget to be expended by the AGENCY in performance of the services set forth in Section 2 of this agreement shall be the total sum of \$66,667.00. The total sum represents federal grant/state sub-grant support in the amount of \$50,000.00 and local matching funds in the amount of \$16,667.00, which amount shall be provided by the county through the grant matching funds account. All funds shall be distributed and expended in accordance with the Project Budget Narrative submitted as outlined in the grant agreement.

4. INCORPORATION BY REFERENCE - The provisions of those certain documents entitled "State of Florida Office of Criminal Justice Grants Florida Department of Law Enforcement Sub-grant Award Certificate and Application" therefor and all laws, rules and regulations relating thereto are incorporated by reference, (Attachment C).

5. IMPLEMENTING AGENCY BOUND - The AGENCY is an implementing agency under the COUNTY'S Residential Substance Abuse Treatment Program, and shall be bound by all the provisions of the documents incorporated by reference in Section 4 of this Agreement. Additionally, the AGENCY shall be bound by all laws, rules, and regulations relating to the COUNTY'S performance under the Florida Department of Law Enforcement Residential Substance Abuse Treatment Grant Program.

6. BILLING AND PAYMENT

(a) The AGENCY shall render to the COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing the services rendered, the cost of the services, and all other information required by the Program Director. The original invoice shall be sent to:

Grants Administrator  
1100 Simonton Street  
Key West, FL 33040

(b) Payment shall be made after review and approval by the COUNTY within thirty (30) days of receipt of the correct and proper invoice submitted by the AGENCY.

7. TERMINATION - This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party. The COUNTY shall not be obligated to pay for any services provided by the AGENCY after the AGENCY has received notice of termination. In the event there are any unused Residential Substance Abuse Treatment Funds, the AGENCY shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

8. ACCESS TO FINANCIAL RECORDS - The AGENCY shall maintain appropriate financial records which shall be open to the public at reasonable times and under reasonable conditions for inspection and examination and which comply with the Agreement incorporated in Section 4 of this Agreement.

9. AUDIT - The AGENCY shall submit to the COUNTY an audit report covering the term of this Agreement, within one-hundred twenty (120) days following the Agreement's lapse or early termination and shall also comply with all provisions of the Agreement incorporated in Section 4 of this Agreement.

10. NOTICES - Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

FOR COUNTY:  
Grants Administrator  
Public Service Building  
5100 College Road

FOR PROVIDER:  
Debra Genners  
Care Center for Mental Health  
1205 Fourth Street

Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

11. UNAVAILABILITY OF FUNDS - If the COUNTY shall learn that funding from the Florida Department of Law Enforcement cannot be obtained or cannot be continued at a level sufficient to allow for the services specified herein, this Agreement may then be terminated immediately, at the option of the COUNTY, by written notice of termination delivered in person or by mail to the AGENCY at its address specified above. The COUNTY shall not be obligated to pay for any services provided by the AGENCY after the AGENCY has received notice of termination.

12. COMPLIANCE WITH LAWS AND REGULATIONS - In providing all services pursuant to this Agreement, the AGENCY shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted, and particularly Article 1, Section 3 of the Constitution of the State of Florida and Article 1 of the United States Constitution, which provide that no revenue of the state or any political subdivision shall be utilized, directly or indirectly, in aid of any church, sect or religious denomination or in aid of any sectarian institution. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement immediately upon delivery of written notice of termination to the AGENCY. If the AGENCY receives notice of material breach, it will have thirty days in order to cure the material breach of the contract. If, after thirty (30) days, the breach has not been cured, the contract will automatically be terminated.

13. ASSIGNMENTS AND SUBCONTRACTING - Neither party to this Agreement shall assign this Agreement or any interest under this Agreement, or subcontract any of its obligations under this Agreement, without the written consent of the other.

14. EMPLOYEE STATUS – The AGENCY is an independent contractor. Persons employed by the AGENCY in the performance of services and functions pursuant to this Agreement shall have no claim to pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

15. INDEMNIFICATION - The AGENCY agrees to hold harmless, indemnify, and defend the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the AGENCY.

16. ENTIRE AGREEMENT

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any

previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed at Monroe County, Florida, on the day and year first written above.

(SEAL)

ATTEST: DANNY L. KOLHAGE, Clerk

By: \_\_\_\_\_  
Deputy Clerk

BOARD OF COUNTY  
COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Mayor/Chairman

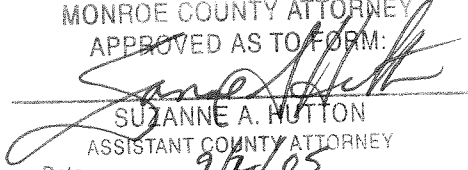
Care Center for Mental Health

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 9/2/05

## **EXPENSE REIMBURSEMENT REQUIREMENTS**

This document is intended to provide basic guidelines to Human Service Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from Florida Statute 112.061.

A cover letter summarizing the major line items on the reimbursable expense request needs to also contain a notarized certified statement such as:

"I certify that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

### **Data Processing, PC Time, etc.**

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

### **Payroll**

A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: check amount, check number, date, payee, support for applicable payroll taxes.

### **Postage, Overnight Deliveries, Courier, etc.**

A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

### **Rents, Leases, etc.**

A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

### **Reproductions, Copies, etc.**

A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

### **Supplies, Services, etc.**

For supplies or services ordered, a vendor invoice is required.

### **Telefax, Fax, etc.**

A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

### **Telephone Expenses**

A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

### **Travel Expenses**

Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel must be submitted in accordance with Florida Statute 112.061. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Meal reimbursement is: breakfast at \$3.00, lunch at \$6.00, and dinner at \$12.00. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Mileage reimbursement is calculated at .29 cents per mile for personal auto mileage while on County business. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

### **Non-allowable Expenses**

The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.



ORGANIZATION  
LETTERHEAD

Monroe County Board of County Commissioners  
Finance Department  
500 Whitehead Street  
Key West, FL 33040

Date \_\_\_\_\_

The following is a summary of the expenses for ( Organization name ) for the time period of \_\_\_\_\_ to \_\_\_\_\_.

Check #	Payee	Reason	Amount
101	Company A	Rent	\$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	<u>XXX.XX</u>
(A)	Total		<u>\$ X,XXX.XX</u>
(B)	Total prior payments		\$ X,XXX.XX
(C)	Total requested and paid (A + B)		\$ X,XXX.XX
(D)	Total contract amount		\$ X,XXX.XX
	Balance of contract (D-C)		<u>\$ X,XXX.XX</u>

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

\_\_\_\_\_  
Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 2001  
by \_\_\_\_\_ who is personally known to me.

\_\_\_\_\_  
Notary Public

Notary Stamp

## PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990  
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

\_\_\_\_\_ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

\_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4